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San Francisco, CA 94108
Tel: 415 496 6723
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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

EXECUTION PAGE

Dated: July 2, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7 / 10 / 2019

LESSOR

By: [Signature]
Capacity: Attorneys for Lessor (Lessor)
Authorized Officer of Lessor
Signatory Name:

David Theobald

Signatory Address:

1807 Santa Rita Road
Suite D-307
Pleasanton CA 94566

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

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EXHIBIT A

Name of Lessor: David R. Theobald, Jr. and Linda I. Theobald, as trustees of
the Theobald Family Revocable Trust dated February 22,
2007

Address: 3955 Arch Road
Stockton, CA 95215

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EXECUTION PAGE


Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: June 26 2019

LESSOR

By: 
Capacity: ~~Attorneys for Lessor~~ / Lessor /
~~Authorized Officer of Lessor~~
Signatory Name:

FRED ERGONIS

Signatory Address:

19991 FAIRWAY Ct
WOODBIDGE, CA 95258

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EXHIBIT A

Name of Lessor: ERGONIS LAND COMPANY, LP

Property Address: 2320 W. Yosemite Ave.
Manteca, CA 95337

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 8/5 / / 2019

LESSOR

By: Frankie Appling
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Frankie Appling

Signatory Address:

11 Harvest St.
Salinas, CA 93901

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767 Fifth Avenue
New York, NY 10153-0119

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EXHIBIT A

Name of Lessor: FRANKIE L APPLING

Property Address: 118 South Third St.
King City, CA 93930

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UNITED STATES BANKRUPTCY COURT
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In re:

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- and -

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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7 / 9 / 2019

LESSOR

By: John Brennan
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

John Brennan, Asset Manager

Signatory Address:

2870 Gateway Oaks Drive, Ste 110
Sacramento, CA 95833

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EXHIBIT A

Name of Lessor: GATEWAY OAKS CENTER, LLC

Property Address: 2730 Gateway Oaks Dr., Suites 105, 120, 220 and 230
Sacramento, CA 95833

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 3 / 2019

LESSOR

By: 

Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:

Daryl Geweke

Signatory Address:

1139 E. Kettleman Lane
Lodi, CA 95240

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EXHIBIT A

Name of Lessor: GEWEKE FAMILY PARTNERSHIP LIMITED
PARTNERSHIP

Property Address: 1361 South Lower Sacramento Rd., Suite 604
Lodi, CA 95242

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

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Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: JUNE /13/ 2019

LESSOR

By: Massimo DeSimoni
~~Capacity: Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:

MASSIMO DESIMONI

Signatory Address:

100 W. CUTTING BLVD.
RICHMOND, CA 94804

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EXHIBIT A

Name of Lessor: GRANITE CREEK APARTMENTS

Property Address: 1850 Soscol Ave., Suite 105
Napa, CA 94559

1 WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
2 (stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
3 (ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
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767 Fifth Avenue
6 New York, NY 10153-0119
Tel: 212 310 8000
7 Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
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Jane Kim (#298192)
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650 California Street, Suite 1900
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Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors*
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**
23 **COMPANY,**

Debtors.

- 24 ☐ Affects PG&E Corporation
25 ☐ Affects Pacific Gas and Electric Company
26 ☒ Affects both Debtors

27 ** All papers shall be filed in the Lead Case,*
28 *No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

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24 provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: JUL 12 / 25 / 2019

LESSOR

By: [Signature]
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

SVP

Signatory Address:

830 Riverside Parkway #10
West PAC CA 91601

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EXHIBIT A

Name of Lessor: HARSCH INVESTMENT CORP.

Property Address: 850 Stillwater
West Sacramento, CA 95605

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrock, P.C. (*pro hac vice*)
(ray.schrock@weil.com)
Jessica Liou (*pro hac vice*)
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(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
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San Francisco, CA 94108
Tel: 415 496 6723
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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 8 / 6 / 2019

LESSOR

By: Tricia M. Wilkalis

Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor

Signatory Name:

Tricia M. Wilkalis

Signatory Address:

21 Lafayette Circle, Ste 200
Lafayette, CA 94549

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EXHIBIT A

Name of Lessor: HOLLY COMMERCE CENTER, LLC

Property Address: 20500 Holly Drive
Tracy, CA 95304

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
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In re:

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- and -

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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 14 / 14 / 2019

LESSOR HOPE LUTHERAN CHURCH
COLMA CALIFORNIA

By: David Cantwell

Capacity: Attorneys for Lessor / Lessor /

Authorized Officer of Lessor

Signatory Name:

DAVID CANTWELL
PRESIDENT

Signatory Address:

55 SAN FERNANDO WAY

DALY CITY CA 94015

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EXHIBIT A

Name of Lessor: HOPE LUTHERAN CHURCH

Property Address: 55 San Fernando Way
Daly City, CA 94015

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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(ray.schrok@weil.com)
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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property listed in Exhibit A, hereby submit this stipulation (the "Stipulation") consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code"), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the "Extension") to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the "Extended Deadline").

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

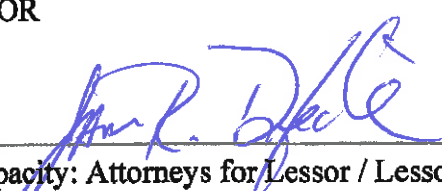
Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7 / 9 / 2019

LESSOR

By:  *
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name: James R. Difede

Signatory Address:
Difede Ramsdell Bender PLLC
900 Seventh St., NW, Suite 810
Washington, DC 20001

*Subject to the further understanding that Debtor will notify Lessor in writing with reasonable promptness once it makes a determination to accept or reject the Lease.

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EXHIBIT A

Name of Lessor: IBEW HEADQUARTERS BUILDING, LLC

Property Address: 900 Seventh Street, N.W., Suite 950
Washington DC, CA 20001